

## **EXHIBIT 29**

Susan X Pinsky

06/08/2005 05:28 PM

To: Dee Lakhani/JPMCHASE@JPMCHASE  
cc: Barbara Zimmer/JPMCHASE@JPMCHASE  
Subject: Leave of Absence

Due to the deterioration of my back condition (as shown in my MRI), my physicians have instructed that I cease to work immediately.

I have postponed my surgery to an undetermined date. I intend to finish working at the end of next week as planned, working half to full days. Then I will go on sick leave. I am happy to foreword any and all prescriptions and documentation as needed. I will not be attending any additional work meetings post 5:00 PM or weekends.

Thank you,

Susan Pinsky

# **EXHIBIT 30**



Barbara Zimmer  
06/08/2005 06:39 PM

To: Susan X Pinsky/JPMCHASE@JPMCHASE  
cc: Dee Lakhani/JPMCHASE@JPMCHASE  
Subject: Re: Leave of Absence

Susan,

If you have been directed by your physician to cease work immediately, I need to ask that you comply with his directive. Please finalize anything that you are working on and we will process a request for a leave of absence. I will ask that Dee begin your Leave of Absence effective immediately. If you expect your leave to extend past 6/30, please turn any bank property in to Dee as you will be placed on non-working notice for the remainder of your notice period upon your release back to work status. Once your leave is processed you will receive documentation that your doctor will need to complete and submit to disability management. You should not provide and medical information to me or to your manager

Dee,

Please create a Leave of Absence document in the Leave database for Susan.

You are both welcome to call me with any questions.

Barbara Zimmer  
HR Business Partner  
Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax  
Susan X Pinsky

Susan X Pinsky  
06/08/2005 02:28 PM

To: Dee Lakhani/JPMCHASE@JPMCHASE  
cc: Barbara Zimmer/JPMCHASE@JPMCHASE  
Subject: Leave of Absence

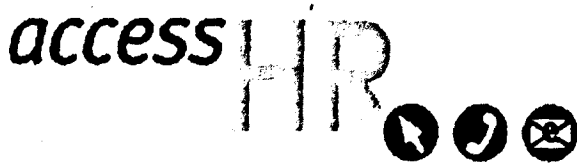
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I have postponed my surgery to an undetermined date. I intend to finish working at the end of next week as planned, working half to full days. Then I will go on sick leave. I am happy to foreword any and all prescriptions and documentation as needed. I will not be attending any additional work meetings post 5:00 PM or weekends.

Thank you,

Susan Pinsky

**EXHIBIT 31**



## Case Information

### Case # 983927-0

<b>Pay #</b> 474707	<b>Name</b> Pinsky, Susan	
<b>SSN</b> 538-94-7465	<b>Address</b> 153 Garfield Place	<b>Bus. Phone</b> (212) 638-1958
<b>Co. ID</b> 802	Brooklyn, NY 11215	<b>Home Phone</b> (212) 477-4481

#### Reported By

<b>Pay #</b> U305945	<b>Name</b> Dee Lakhani	<b>Alt. Phone</b> 2123914097
<b>SSN</b>	<b>Relationship</b> Manager	

	<b>Opened By</b>	<b>Assigned To</b>	<b>Closed By</b>
	Leaves and Terms Database	Saundra Prejean	Saundra Prejean
<b>Dates</b>	06/30/2005	03/01/2006	03/09/2006

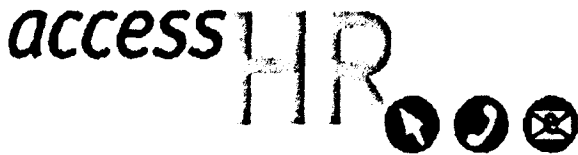
<b>Case Type</b>	Leave of Absence / Hartford Disability
<b>Priority</b>	Urgent

#### Case Notes:

Appended On	Appended By	Details
0 03/01/2006 08:16 A	Saundra Prejean	CASE REASSIGNED ON 03/01/2006 TO Belinda Kennedy, BY Saundra Prejean.
		CASE REASSIGNED ON 03/01/2006 TO Saundra Prejean, BY Saundra Prejean.
0 02/08/2006 02:37 P	Saundra Prejean	Per call to Hartford, clm has been approved. Requested that they fax copy to me.
0 12/13/2005 12:40 P	N Richard Clark	EE approved for LTD per Hartford eff 12/12/05.
0 12/06/2005 02:39 P	Shana Saunders	CASE REASSIGNED ON 12/06/2005 TO Saundra Prejean, BY Shana Saunders.
0 12/06/2005 02:36 P	Shana Saunders	Keyed EE unpaid LOA LSP eff 12-12-05 (STD ends). Reassigning to LTD round robin.
0 10/20/2005 11:22 A	Shana Saunders	Approved with Hartford thru 12-11-05
0 09/19/2005 11:34 A	Shana Saunders	Called Hartford. EE has submitted additional info beyond approval date of 9-11-05
0 09/08/2005 10:01 A	Shana Saunders	Approved with Hartford thru 9-11-05
0 09/02/2005 10:33 A	N Richard Clark	See Tier II notes for email.
0 08/24/2005 08:55 A	Shana Saunders	Approved with Hartford thru 8-21-05
0 08/15/2005 12:05 P	N Richard Clark	See Tier II notes for email communication.
0 08/09/2005 11:20 A	Shana Saunders	Claim pending with Hartford
0 07/26/2005 10:20 A	Shana Saunders	Claim is pending with Hartford
0 07/18/2005 10:46 A	Shana Saunders	Claim is pending with Hartford
0 07/18/2005 10:42 A	Shana Saunders	Keyed EE on partial pay eff 7-18-05
0 07/01/2005 08:41 A	Shana Saunders	Processed disability LOA ef 6-13-05. Partial pay eff 7-18-05
0 06/30/2005 07:40 P	Leaves and Terms Database	LOA Reported Via LTDB Database
0 06/30/2005 07:40 P	Leaves and Terms Database	COMM
0 06/30/2005 07:40 P	Leaves and Terms Database	Disability is based on base pay only.

#### Tier II Notes:

Appended On	Appended By	Details
0 09/02/2005 10:33AM	N Richard Clark	----- Forwarded by N Richard Clark/JPMCHASE on 09/02/2005 10:32 AM -----
		Home Equity Human Resources- Tel (602) 221-4740 JPMC 0006
		Barbara Zimmer



**Case Information**  
**Case # 983927-0**

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09/02/2005 09:53 AM

To: N Richard Clark/JPMCHASE@JPMCHASE  
cc:  
Subject: Re: Fw: LOA - Susan Pinsky U474707

Hello Richard,

I still haven't gotten an update on this LOA. Can you see if there is any new information? Who can I escalate this to? She has been out since 6/13/05.

Thanks!!

Barbara Zimmer  
HR Business Partner  
Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax

N Richard Clark  
08/15/2005 10:06 AM  
To: Barbara Zimmer/JPMCHASE@JPMCHASE  
cc:  
Subject: Re: Fw: LOA - Susan Pinsky U474707

OK...

According to the Examiner at Hartford, Lisa Becker, the employee is seeing multiple physicians; none of which want to take "ownership" of placing her out on disability, but all agree that she needs to be out. Lisa is trying to gather all of the data to make the determination, which is really delaying the decision process beyond what is normal for Hartford.

Hope this helps somewhat.

Richard

----- Forwarded by N Richard Clark/JPMCHASE on 08/15/2005 11:59 AM -----

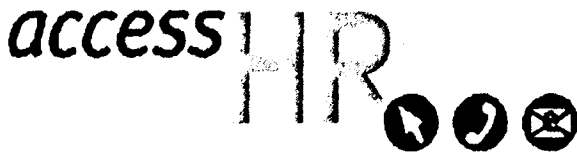
N Richard Clark  
08/15/2005 11:50 AM

To: Barbara Zimmer/JPMCHASE@JPMCHASE  
cc:  
Subject: Re: Fw: LOA - Susan Pinsky U474707

Sure! Let me do a little checking for you. I see that her claim is still pending at Hartford, but I'll call to get specifics and let you know.

Home Equity Human Resources - Tel (602) 221-4740  
Barbara Zimmer

JPMC 0007



**Case Information**  
**Case # 983927-0**

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08/15/2005 11:40 AM

To: N Richard Clark/JPMCHASE@JPMCHASE  
cc:  
Subject: Fw: LOA - Susan Pinsky U474707

Hello!

Any possibility that you might be able to assist me with an update on this case?

Barbara Zimmer  
HR Business Partner  
Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax

----- Forwarded by Barbara Zimmer/JPMCHASE on 08/15/2005 09:31 AM ----

Susan O'Flaherty  
08/15/2005 08:40 AM  
To: Barbara Zimmer/JPMCHASE@JPMCHASE  
cc:  
Subject: Fw: LOA - Susan Pinsky U474707

You would need to talk with accessHR as we don't manage these NY cases so we hve no information in DMS at all

susan O'flaherty  
----- Forwarded by Susan O'Flaherty/IL/ONE on 08/15/2005 10:37 AM -----

To: LEAVE STATUS@BANCONE  
cc:

Subject: Fw: LOA - Susan Pinsky U474707

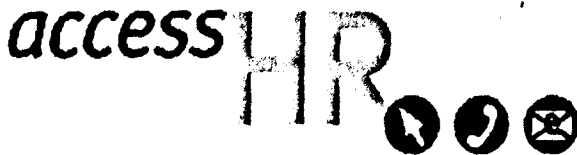
----- Forwarded by Jesus R Mendez/IL/ONE on 08/15/2005 08:37 AM -----

To: Disability Management Services@BANCONE  
cc:  
Subject: LOA - Susan Pinsky U474707

Can I please get an update on the Leave of Absence for Susan Pinsky. Susan has been out on leave since 6/13/05.

Since I had not received any updates, on 7/21 I called accessHR regarding her leave. I was told to contact Hartford as there were no updates on the case with accessHR. I spoke to Eileen at Hartford who told me that Susan had been contacted on 7/1 since she had not filed a claim. On 7/13 Susan called to file the claim. As of 7/21 they were still waiting for medical information





**Case Information**  
**Case # 983927-0**

On 7/29 I left a follow-up message for Eileen but did not receive a call back.

On 8/2 I spoke to Eileen with Hartford and was told that some medical information had been received but that they were still waiting for information from one doctor. She said that Susan had not been given a deadline but was told to get the information "as soon as possible."

This employee was on job elimination notice when she went out on leave. It is very important that I understand her current status to determine whether she should be placed on severance or remain active, in leave status.

Thank you for your assistance.

Barbara Zimmer  
HR Business Partner  
Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax

0 08/15/2005 12:05PM N Richard Clark

----- Forwarded by N Richard Clark/JPMCHASE on 08/15/2005 12:06 PM -----

N Richard Clark  
08/15/2005 12:06 PM

To: Barbara Zimmer/JPMCHASE@JPMCHASE  
cc:  
Subject: Re: Fw: LOA - Susan Pinsky U474707

OK...

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N Richard Clark  
08/15/2005 11:50 AM

To: Barbara Zimmer/JPMCHASE@JPMCHASE  
cc:  
Subject: Re: Fw: LOA - Susan Pinsky U474707

Sure! Let me do a little checking for you. I see that her claim is still pending at Hartford, but I'll call to get specifics and let you know.

JPMC 0009



**Case Information**  
**Case # 983927-0**

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Home Equity Human Resources - Tel (602) 221-4740  
Barbara Zimmer  
08/15/2005 11:40 AM

To: N Richard Clark/JPMCHASE@JPMCHASE  
cc:  
Subject: Fw: LOA - Susan Pinsky U474707

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Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax

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cc:  
Subject: Fw: LOA - Susan Pinsky U474707

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susan O'flaherty  
----- Forwarded by Susan O'Flaherty/IL/ONE on 08/15/2005 10:37 AM -----

To: LEAVE STATUS@BANCONE  
cc:

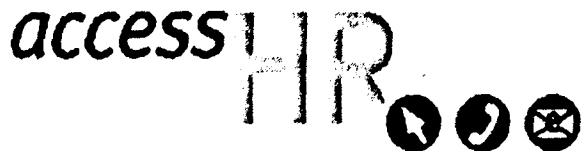
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cc:  
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**Case Information**  
**Case # 983927-0**

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This employee was on job elimination notice when she went out on leave. If it is very important that I understand her current status to determine whether she should be placed on severance or remain active, in leave status.

Thank you for your assistance.

Barbara Zimmer  
HR Business Partner  
Chase Home Finance - Home Equity  
(602) 221-4740 Office  
(602) 221-4716 Fax  
6/13/2005 - First Date of Absence,  
7/15/2005 - Hartford Claim Due Date,  
7/18/2005 - Partial Pay Date,  
12/12/2005 - Total Paid Leave Time,  
12/12/2005 - Maximum Disability Leave Time

0 07/01/2005 08:41AM Shana Saunders

JPMC 0011

**EXHIBIT 32**



December 2, 2005

Susan Pinsky  
153 Garfield Place  
Brooklyn, NY 11215

Policy Holder: Jpmorgan Chase Bank  
Claimant: Susan Pinsky  
Policy Number: GLT675174

Dear Ms. Pinsky:

We are pleased to inform you that we have approved your claim for Long Term Disability (LTD) benefits.

Please be advised that the policy under which you have coverage defines disability as the following:

1. during the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the 24 months following the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;

As of 12/11/2007, Disabled means:

3. you are prevented from performing one or more of the Essential Duties of Any Occupation.

In no event, however, will benefits be payable beyond 07/16/2033.

If at the end of the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time as your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation.

Benefit Management Services  
Maitland Claim Office  
P.O. Box 946710  
Maitland, FL 32794-6710  
Fax (407) 919-6329

This group policy provides you with a percentage of your monthly income loss, reduced by certain "Other Income Benefits" you receive or are entitled to receive such as Social Security, Workers' Compensation, etc. Please refer to your policy booklet for full details.

We encourage you to return to work as soon as possible, either at your regular job or at another job. Under certain circumstances, LTD benefits can continue while an individual is working. Please see your policy for details. If you need assistance in dealing with medical issues or preparing for work, please call our office. Our Clinical Case Management staff can help with job placement, workplace modifications and other services.

Please be sure to notify us immediately if you return to work or are offered a job. Earnings from work or from a refused job offer can affect your LTD benefit entitlement or LTD Benefit Rate. Refer to your policy booklet for details.

We are able to transfer your monthly benefit payments directly to your bank account if you wish. If you would like to have your benefits paid by Electronic Funds Transfer to either a checking or savings account, please complete and return the enclosed Electronic Funds Transfer Request Form.

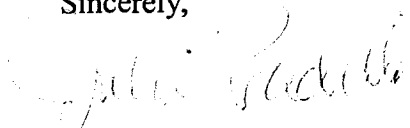
Please apply for Social Security Disability Benefits if you have not already done so. When the Social Security Administration makes a decision please send us copies of the award certificates or denial letters for yourself and any dependents.

According to our records 100% of the benefit under this policy is considered taxable income. If you would like us to withhold Federal Income Tax (FIT) from your LTD benefits, please call our office and we will send you a Request for Federal Income Tax Withholding form.

Should you receive, or become entitled to receive, Other Income Benefits due to your Disability or Retirement, or for any work performed, please notify us at once so that we may determine whether such income will have an effect on your LTD benefits.

If you have any questions, please feel free to contact our office at Toll Free (888) 485-7353. Our office hours are 8:00 AM to 8:00 PM EST, Monday through Friday.

Sincerely,



Julia Padilla, Examiner  
Hartford Life and Accident Insurance Co.

CC: Sandra Prejean

## **LTD BENEFIT CALCULATION**

Susan Pinsky

Disability Date: 06/13/2005

Elimination Period: 182 days

Benefits Effective: 12/12/2005

Pre-Disability Monthly Earnings : \$10,299.83

Current Monthly Earnings : \$0.00

Monthly Income Loss: \$10,299.83

Benefit Percentage: 60%

Gross Monthly LTD Benefit: \$6,179.90

Reductions for Other Income Benefits: 0.00

Net Monthly LTD Benefit (Gross Monthly Benefit minus Reductions for Other Income Benefits):  
\$6179.90

The policyholder has advised us that 100% of your benefit is taxable.

# **EXHIBIT 33**



HOSPITAL  
FOR  
SPECIAL  
SURGERY



July 10, 2007

To whom it may concern:

Re: Susan Pinsky

Please be advised that Susan Pinsky underwent a left hip arthroscopy on April 6, 2007. She was reevaluated and is cleared to return to work on September 1, 2007. She will require a standing desk and ergonomic chair. It is necessary Ms. Pinsky take frequent breaks every 20 minutes to stretch her legs. Ms. Pinsky is scheduled to undergo physical therapy five days a week for one month, then three days a week due to stress on her toe. Her toe surgery should be performed prior to her return to work.

If you have any questions or require any further information, please contact our office.

Sincerely,

  
Bryan J. Nestor, M.D.

## **EXHIBIT 34**



August 9, 2007

Susan Pinsky  
300 East 64th St.  
Apt# 11c  
New York, NY 10021

Policy Holder: Jpmorgan Chase Bank  
Claimant: Susan Pinsky  
Policy Number: GLT675174

Dear Ms. Pinsky:

**This letter may contain information that is important for future tax reporting. Please keep this letter with your other important tax documents.**

We are writing to you about your claim for Long Term Disability (LTD) benefits. These benefits are under the group insurance policy number GLT675174 for Jpmorgan Chase Bank.

We have completed our review of your claim for benefits and have determined that you do not meet the policy definition of Disability beyond 07/09/2007. Because of this, Long Term Disability (LTD) benefits are not payable to you as of that date.

Found under the Definitions section of the policy, page 19:

"Classes 1, 2, 3, 7, 8 and 9:

Disability or Disabled means:

1. during the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the 24 months following the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;
3. after that, you are prevented from performing one or more of the Essential Duties of Any Occupation.

If at the end of the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time as your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;

Benefit Management Services  
Maitland Claim Office  
P.O. Box 946710  
Maitland, FL 32794-6710  
Fax (407) 919-6329

4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that you are Disabled."

Found under the Benefits section of the policy, page 7:

"When will benefit payments terminate?

We will terminate benefit payment on the first to occur of:

1. the date You are no longer Disabled as defined;
2. the date You fail to furnish Proof of Loss, when requested by us;
3. the date You are no longer under the Regular Care of a Physician, or refuse our request that You submit to an examination by a Physician;
4. the date You die;
5. the date Your Current Monthly Earnings exceed:
  - a) 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
  - b) an amount that is equal to the product of Your Indexed Pre-disability Earnings and the Benefit Percentage if You are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date You refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
  - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
  - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation, provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation; or
9. the date You refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition."

Found under the General Provisions section of the policy, page 16:

"When does an overpayment occur?

An overpayment occurs:

1. when we determine that the total amount we have paid in benefits is more than the amount that was due to you under the plan; or

2. when payment is made by us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error we may make.

In case of an overpayment, we have the right to recover the payment from one or more of the following:

1. you;
2. any other organization;
3. any other insurance company; and
4. any other person to or for whom payment was made.

---

~~How does Hartford Life exercise the right to recover overpayments?~~

We have the right to recover from you any amount that we determine to be an overpayment. You have the obligation to refund to us any such amount. Our rights and your obligations in this regard may also be set forth in the reimbursement agreement you will be required to sign when you become eligible for benefits under this Plan.

If benefits are overpaid on any claim, you must reimburse Hartford Life within 30 days.

If reimbursement is not made in a timely manner, Hartford Life has the right to:

1. recover such overpayments from your estate;
2. reduce or offset against any future benefits payable to you or your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court."

We based our decision to terminate your claim on policy language. All the papers contained in your file were reviewed as a whole. This included:

- A medical request form from Dr. Bryan Nestor dated 07/10/2007
- A note from Dr. Richard Goldberg dated 07/11/2007;
- Job Description we have on file for the position of Acct. Exec. Gene Rec.

The information in your file shows that you last worked for JPMorgan Chase Bank on 06/10/2005 as an Acct. Exec. Gene Rec. You have received LTD benefits for the period 12/12/2005 to 07/09/2007.

To continue to receive LTD benefits, you must meet the definition of Disability above. In order to do this, you must be unable to perform the duties of Your Occupation. The Job Description we

have on file states that Your Occupation is sedentary, computer100%, sitting 100%, and phone work 100%.

We reviewed all of the medical information in your file to decide if you continue to meet the definition of Disability. We have medical information from each of the doctors listed in this letter.

On 06/28/2007, we conducted an updated claimant interview with you and you stated that your only disabling providers were Dr. Bryan Nestor and Dr. Richard Goldberg.

On 07/10/07, Dr. Bryan Nestor (Orthopedic) stated that you were capable of performing light duty work which requires the following: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently and/or a negligible amount of force constantly to move objects. Even through the weight lifted may only be a negligible amount, a job should be rated Light work when it requires walking or standing to a significant degree or when it requires sitting most of the time but entails pushing and/or pulling of arm or leg controls and/or when the job requires working at a production rate pace entailing constant pushing and/or pulling of materials even though the weight of those materials is negligible. The only permanent restriction that Dr. Nestor gave you was to avoid heavy work; however, this is not a requirement of your occupation.

On 07/11/2007, Dr. Richard Goldberg wrote us a note stating that you had not been seen since 11/2006. He stated that he was unable to evaluate your ability to return to work and asked us to contact Dr. Nestor (212-606-1484) or Dr. Koffler (212-747-0934).

We have concluded from the combination of all the medical information in your file that you are able to exert up to 20 lbs of force occasionally and/or up to 10 lbs of force frequently, walk, stand, sit, use the computer, and work on the phone.

We compared this information to the Essential Duties of Your Occupation as an Acct. Exec. Gene Rec. Based on this information, we have concluded that you are able to perform these duties as of an Acct. Exec. Gene Rec.

We considered all of the evidence in your claim file in making our decision. The LTD policy states that benefits are payable if you are Disabled throughout and beyond the policy's Elimination Period. The combined information in your file does not show that you are unable to perform the Essential Duties of Your Occupation on a full time basis as of 07/10/2007. Because of this, we must terminate your claim for LTD benefits as of 07/10/2007.

This overpayment amount occurred in Tax Year(s) 2007. For each Tax Year, the amount of overpayment is: \$4,325.93. The taxable percent of your benefit is 100%. The reason for this overpayment is explained below.

Your disabling provider, Dr. Nestor, stated that you were capable of returning to work full time at your on occupation as of 07/10/2007 and we paid you benefits through 07/31/2007. Therefore, your LTD claim is overpaid.

The Hartford Paid

07/01/2007 through 07/31/2007 \$6,179.90

The Hartford Owed  
07/01/2007 through 07/09/2007 \$1,853.97

---

The Total Overpayment \$4,325.93

Please make your check payable to Hartford Life. Be sure to put your social security number on the check and mail the reimbursement payments to:

The Hartford Claim Recoveries  
P.O. Box 30890  
Hartford, CT 06101-8291

Please sign and return the enclosed Repayment Agreement. This agreement outlines your schedule to repay this overpayment. A self-addressed envelope is enclosed for your convenience.

The Employee Retirement Income Security Act of 1974 ("ERISA") gives you the right to appeal our decision and receive a full and fair review. You may appeal our decision even if you do not have new information to send to us. You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim. If you do not agree with our denial, in whole or in part, and you wish to appeal our decision, you or your authorized representative must write to us within one hundred eighty (180) days from the receipt of this letter. Your appeal letter should be signed, dated and clearly state your position. Please include your printed or typed full name, Policyholder, and at least the last four digits of your Social Security Number with your appeal letter (i.e. xxx-xx-1234). Along with your appeal letter, you may submit written comments, documents, records and other information related to your claim.

Once we receive your appeal, we will again review your entire claim including any information previously submitted and any additional information received with your appeal. Upon completion of this review, we will advise you of our determination. After your appeal, and if we again deny your claim, you then have the right to bring a civil action under Section 502(a) of ERISA.

Please send your appeal letter to:

Claim Appeal Unit  
Benefit Management Services  
P.O. Box 946710  
Maitland, FL 32794-6710

If you have any questions, please feel free to contact our office at Toll Free (888) 485-7353, x6726. Our office hours are 8:00 AM to 8:00 PM EST, Monday through Friday.

Sincerely,

Jennifer M. Sauerhoff, Examiner  
Hartford Life and Accident Insurance Co.

---

## **REPAYMENT AGREEMENT**

I, Susan Pinsky, a claimant receiving disability benefits under Group Policy GLT675174 issued by Hartford Life and Accident Insurance Co., understand and agree that the disability benefits have been overpaid in the amount of \$4,325.93. I also agree to pay to Hartford the sum of this overpayment.

Benefit Management Services  
Maitland Claim Office  
P.O. Box 946710  
Maitland, FL 32794-6710  
Fax (407) 919-6329



I understand that I am obligated to pay any amount due under this Repayment Agreement and Hartford may, at its option, declare all amounts due under this Repayment Agreement to be immediately payable.

I understand that I may prepay all or part of the balance due under this Repayment Agreement without penalty.

I understand that if my disability benefits end for any reason, including, but not limited to recovery from Disability, employment, or death, I, Susan Pinsky, or my estate, agree to repay the remaining balance of the overpayment in full at that time. If I receive any Other Income Benefits subsequent to this agreement that cause an additional overpayment of my disability benefits, I agree that the terms of this agreement may be renegotiated.

I agree that Hartford may obtain a credit report in connection with this Repayment Agreement. Additionally, if I fail to pay any amount due under this Repayment Agreement, Hartford may obtain a credit report for the purpose of evaluating my credit standing and credit capacity.

If Hartford does not exercise any right that it has under this Repayment Agreement or any right that it has under law, I understand that any obligation to comply with the terms of this Repayment Agreement will not be affected. I agree that Hartford does not waive any right it has under this Repayment Agreement or under law unless the waiver is in writing.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

## **EXHIBIT 35**

## Profile - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites

Address https://hrss.jpmchase.net/Hrss/pages/admin/Main.jsp?app=profile

JPMorganChase

Com

Search for: U474707 SID# GID# Name Payroll Go ?

All Payroll Data Paycheck Data Paycheck Earnings Other Earnings Additional Pay

## Payroll Profile for Susan Pinsky

Last Refreshed: Tue Sep 18 17:08:23 EDT 2007

## Basic Employee Information

SID, GID/EmplID	Status	Corp Title	Subs Title	Job Code/Description	Department	Full/Part	Location	City, State Country
U474707, 474707	Term w/Pay		Mortgage Officer	RT7623/ Home Loan Sales Originator (GF)	021955 BC TRI-STATE REGION - SALES	Full-Time	New York Life Floor: 01	New York, New York United States

## Current Salary

Currency	Comp Freq	Comp Rate	Comp Rate USD	Annual Rate	ABBR	Shift
USD	Annual	25,000.00	25,000.00	25,000.00	123,597.60	N/A

## Paycheck Summary

Check #	Issue Date	Total Earnings	Taxes	Deductions	Net Pay
17883339	2007-SEP-14	1,041.66	238.76	0.00	802.90
17883338	2007-SEP-14	1,041.67	240.05	0.00	801.62
17973956	2007-SEP-13	1,041.66	238.74	0.00	802.92
17973954	2007-SEP-13	1,041.66	238.75	0.00	802.91
17973953	2007-SEP-13	1,041.66	238.74	0.00	802.92
17973955	2007-SEP-13	1,041.66	238.75	0.00	802.91
12581853	2006-MAR-14	769.20	152.98	0.00	616.22

## Paycheck Earnings

Begin Date	End Date	Regular Hours	Regular Rate	Regular Earns	OT Hours	OT Rate	OT Earns
2007-SEP-01	2007-SEP-15	86.67	12.02	1,041.67	0.00	0.00	0.00

Select a specific profile to view for an employee.

# **EXHIBIT 36**

NOVEMBER 2004

# **CODE OF CONDUCT**



## Code of Conduct and Affirmation

Dear colleagues:

Our integrity and reputation depend on our ability to do the right thing, even when it's not the easy thing. Our commitment to responsible, honest and ethical behavior was at the heart of the codes of conduct of both heritage firms, and it remains so at JPMorgan Chase today.

The company's new Code of Conduct states clearly that no one should ever sacrifice integrity -- or give the impression that they have -- even if they think it would help JPMorgan Chase's business. The new Code replaces similar policies that existed in our predecessor firms.

We believe that each of us is accountable for our actions. You can look to the Code of Conduct to guide your decisions in a variety of circumstances. However, no rulebook can anticipate every situation. Ultimately, the personal integrity and honesty of every JPMorgan Chase employee defines the character of our company.

If you manage employees, you should look for ways, through example and communication, to ensure that employees under your supervision understand and comply with the Code and other relevant policies. For questions about a rule or how it applies in a particular situation, consult your manager or the Legal and Compliance Department or the Office of the Secretary. All employees will be asked to affirm their understanding of and compliance with the Code of Conduct early in 2005.

We trust in your ability to abide by both the spirit and the letter of the Code of Conduct's rules and policies. We count on you to help JPMorgan Chase continue to earn the trust of our customers, our shareholders and each other.



Bill Harrison



Jamie Dimon



Dave Coulter

### **Code of Conduct - Some Key Points to Remember**

- The Code applies to all employees and directors of JPMorgan Chase & Co. and its direct and indirect subsidiaries. Some provisions of the Code continue to apply after employment with the firm has ended.
- You are required to comply with the terms of the Code of Conduct as a condition of your continued employment at JPMorgan Chase.
- You are required to provide a written or electronic affirmation that you have read and understood the Code and that you will comply with it. You must provide a reaffirmation whenever it is requested.
- You are responsible for keeping up with changes in the Code of Conduct.
- Certain business units are subject to additional or more restrictive rules regarding matters covered by the Code, and other JPMorgan Chase policies and procedures may be applicable in a given situation. You are responsible for knowing which policies and procedures apply to you and for complying with them.
- If you violate the Code of Conduct, you may be subject to corrective action, including termination of employment.
- You must promptly report any known or suspected violations of the Code of Conduct.
- JPMorgan Chase prohibits retaliation of any kind against employees who have made good faith reports of violations of the Code of Conduct.
- Obtain, use, and share confidential information about JPMorgan Chase customers, suppliers, and others doing business with the firm, and about firm employees, only as needed and where it is part of your job responsibilities.
- Buying or selling securities on the basis of material non-public information is prohibited, as is the communication of that information to others.
- Use the firm's assets --- including voicemail and e-mail --- for the conduct of the firm's business and in a manner that does not reflect negatively on the firm or its customers.
- You must conduct your personal business and other activities in such a way as to assure that your interests do not conflict with the interests of JPMorgan Chase. Some outside activities require pre-clearance under the Code.
- Gifts and entertainment from customers, suppliers, and others doing business with the firm are generally discouraged. The Code permits acceptance of gifts and entertainment under very limited circumstances; before accepting anything of value, you should be certain that you are permitted to do so.
- The Code imposes restrictions on your personal investment activities. Different restrictions apply to different business groups; you should be aware of and comply with those that apply to you.
- When in doubt about a situation, discuss it with your manager or any of the other people listed in Section 1.4 of the Code.

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#### Definitions and Examples

#### Contacts List

## CODE OF CONDUCT

### 1. ADMINISTRATION OF THE CODE OF CONDUCT

The Code of Conduct sets forth certain minimum expectations that JPMorgan Chase has for you. You are expected to conduct the firm's business in full compliance with both the letter and the spirit of the law, the Code, and any other policies and procedures that may be applicable to you. The "firm" and "JPMorgan Chase" as used throughout the Code mean JPMorgan Chase & Co. and all its direct and indirect subsidiaries.

The Code is intended to provide general guidance regarding your conduct as an employee or director of JPMorgan Chase. Note that other policies and procedures are listed at the end of many Code sections, with an electronic link on the intranet edition of the Code. These listed items provide more detailed information about the relevant subject and may include additional requirements with which you must comply. However, these lists are not an exhaustive consideration of all policies and procedures that may be applicable to you, and you are responsible for knowing which policies and procedures, whether or not listed here, apply to you, and for understanding and complying with them. You should refer to these documents where appropriate. Consult any of the persons listed in Section 1.4 if you have questions.

At the end of the Code, you will find a section of Definitions and Examples.

The term "Senior Manager" is used in the Code to refer to a person in your management chain who is a member of the Executive Committee or who reports directly to a member of the Executive Committee. Where the Code requires notice to, or approval of, a Senior Manager, directors and Executive Committee members should notify, or obtain approval from, the Office of the Secretary. Where the Code requires notice to, or approval of, a Compliance officer, members of corporate groups that have no assigned officer may notify or obtain the approval of the Office of the Secretary instead.

Any waiver of the provisions of this Code for an executive officer or a director must be made by the Board of Directors and will be promptly disclosed to JPMorgan Chase & Co. stockholders.

The Code of Conduct does not create any rights to continued employment and is not an employment contract.

I.

*Related Link:*

[Operating Principles of the New Firm](#)

#### 1.1. Persons subject to the Code of Conduct

The Code applies to employees and directors of JPMorgan Chase & Co. and its direct and indirect subsidiaries. Employees of joint ventures and entities in which JPMorgan Chase holds venture capital investments are not subject to the Code except to the extent the Legal and Compliance Department determines otherwise. The provisions of the Code described in Section 5.11 also apply to former employees.

If any provision contravenes or is less restrictive than the applicable law of any jurisdiction, the local law will apply. Similarly, certain business units have policies that are more restrictive than the Code, and

those more restrictive policies will apply to those units. You are responsible for understanding and complying with these laws and policies.

## **1.2. Consultants, agents and temporary workers**

In general, consultants, agents and temporary workers are expected to comply with the underlying principles of the Code. Specific arrangements with such persons will vary depending on their relationship to the firm. Consult your Compliance officer if you have questions about your obligations or those of others.

II.

## **1.3. Consequences of violating the Code**

Compliance with the Code and with other policies and procedures applicable to you is a term and condition of employment by JPMorgan Chase. Violations of any laws that relate to the operation of our business, the Code, or other applicable policies and procedures, or failure to cooperate as directed by the firm with an internal or external investigation, may result in corrective action, up to and including immediate termination of employment. The firm will take all reasonable actions to enforce the Code. In cases where a violation of the Code could cause the firm irreparable harm, it may seek injunctive relief in addition to monetary damages.

## **1.4. Questions about the Code**

Employees who have questions about the Code or other policies and procedures, or about how a particular rule applies in a specific situation, should contact:

- their manager
- their local Compliance officer
- the Legal Department
- their Human Resources representative
- the Office of the Secretary

Contact information is included in the Contacts List at the end of the Code.

The following lists some of the common situations in which you may have obligations under the Code and refers you to the relevant section(s) of the Code. **You should not use this list as a substitute for familiarity with all provisions of the Code.**

<b>Situation</b>	<b>Code Section</b>
<b>Unethical or illegal behavior:</b> You observe conduct by another employee, a supplier, a customer, or another person doing business with the firm that you believe to be unethical, illegal, or contrary to the Code of Conduct.	1.5
<b>Discriminatory or harassing conduct:</b> You experience or observe conduct that you believe violates the firm's policies prohibiting employment discrimination or harassment.	2
<b>Confidential information:</b> III. You wish to disclose confidential information about the firm, a customer, a fellow employee, or another person or entity doing business with the firm	3, 4

<b>Situation</b>	<b>Code Section</b>
<b>Publications :</b> You wish to write and publish a book, article, or other work relating to the business of JPMorgan Chase.	3.4
<b>Speaking engagements and public testimony:</b> You wish to give a speech or provide testimony on a subject relating to the firm's business.	3.4
<b>Media inquiries:</b> IV. You have received an inquiry from a member of the media on a subject related to the firm's business, or in a situation in which you might be seen as speaking for the firm.	3.4
<b>Endorsements :</b> V. A customer, supplier, or other person or entity doing business with the firm has asked you to provide an endorsement or testimonial.	3.4
<b>Potential conflict of interest:</b> You are in a situation that presents a potential conflict of interest or appearance of a conflict of interest.	6
<b>Outside business or other for-profit activities:</b> You wish to become involved with an outside business or to accept a second job.	6.3
<b>Outside not-for-profit activities:</b> You wish to become a director, trustee, or officer of a not-for-profit organization.	6.3
<b>Holding political office or other governmental position:</b> You wish to run for political office or accept appointment to any governmental position.	6.3, 6.4
<b>Political Activities:</b> You wish to become involved with a political campaign, lobbying effort, or other political activity.	6.4
<b>Gifts or entertainment offered or provided by persons doing business with JPMorgan Chase:</b> You are offered or receive a gift from a customer, supplier, or other party doing business with JPMorgan Chase.	6.5
<b>Gifts to customers, suppliers, or others doing business with JPMorgan Chase:</b> You wish to make a gift or extend an invitation to a person doing business with JPMorgan Chase.	6.6
<b>Charitable solicitations at work:</b> You wish to ask co-workers, customers, or suppliers to contribute to a charitable cause with which you are involved.	6.7
<b>Investment activity:</b> You, or a member of your family, are making personal investments that may be subject to the firm's policies and procedures regarding personal account trading.	7
<b>Post-employment obligations :</b> VI. You anticipate leaving JPMorgan Chase, and you are not certain what continuing obligations you may have after your	5.11

Situation	Code Section
employment is ended.	

### 1.5. Obligation to report violations

You must promptly report any suspected violation of the Code or any applicable law or regulation, whether the suspected violation involves you or another person subject to the Code. In addition, you should report any illegal conduct, or conduct that violates the underlying principles of the Code, by any of our customers, suppliers, contract workers, business partners, or agents. *If something doesn't look right, say something.*

Report violations as follows:

Matters involving harassment or discrimination must be reported to your manager, to the Employee Relations Unit of Human Resources, or to your HR representative.

Matters involving fraudulent acts, including acts by third parties against the firm or personal dishonesty by an employee, must be reported to the Fraud Prevention and Investigation Unit of the General Auditing Department.

If you believe that an official at a high level of the firm is involved, report to the General Auditor.

All other matters should be reported to the Legal and Compliance Department.

If the persons to whom you report a violation are not responsive, or if there is reason to believe that reporting to the persons indicated above is inappropriate in a particular case, then you should contact one of the firm's General Counsels or any other Executive Committee member.

To call the Fraud Prevention and Investigation Department, dial:

From within the U.S., Canada and Latin America:

1-800-727-7375 (to report fraud and other Code of Conduct violations)

From EMEA:

44-0207-325-9082 or 9261 or 1110 (to report fraud)

to report Code of Conduct violations,

- from UK, Belgium, France, Luxemburg, Spain, Switzerland, Italy, South Africa, Germany, and Ireland:

00800 3247 5869 (confidential freephone)

- from all other EMEA locations:

+44 207 325 9082 or 9261 or 1110 (reverse charge calls accepted during normal business hours)

From Asia Pacific:

+852 2800 1656 or 8780 (to report fraud)

to report Code of Conduct violations,

- from China, Japan, Malaysia, South Korea, Singapore, Thailand, Taiwan, Australia, and New Zealand:

800 5784 5784 (confidential freephone)

- from all other Asia Pacific locations:

+852 2800 1656 or 8780 (reverse charge calls accepted during normal business hours)

You may also contact the Fraud Prevention and Investigation Department either:  
by mail at: 2 Chase Manhattan Plaza, 15th Floor, New York, NY 10081, or  
by e-mail at: [fraud.prevention.and.investigation@jpmchase.com](mailto:fraud.prevention.and.investigation@jpmchase.com).

If you have a particular concern regarding accounting, internal accounting controls, auditing matters, or financial reporting practices that you wish to bring to the attention of the Audit Committee of the Board of Directors, you may do so by mail sent to: JPMorgan Chase & Co., Attention: Audit Committee Chairman, c/o Fraud Prevention and Investigation Department at the above address, or by calling the Fraud Prevention and Investigation Department at the telephone numbers listed above.

You may report your concerns anonymously, if you wish. We will respect the confidentiality of those who raise concerns, subject to our obligation to investigate the concern and any obligation to notify third parties, such as regulators and other authorities. We strictly prohibit retaliation against employees for good faith reporting of any actual or suspected violations of the Code.

*Related Links:*

[Whistleblowing Policies and Procedures for the UK](#)

[Escalation Guidelines - When to Escalate an Issue and How - Asia Pacific](#)

#### **1.6. Current version of the Code**

The current edition of the Code is posted on the intranet. It may be amended from time to time, and all amendments are effective immediately upon posting. It is your responsibility to review the Code from time to time to ensure that you are in compliance.

#### **1.7. Affirmation**

You are required to affirm, either in writing or electronically, that you have read and understood the Code and that you will comply with it. This affirmation is required of new employees when they are hired and of new directors when they are elected to office. In addition, periodically all employees will be required to re-affirm their understanding of and compliance with the then-current Code.

*Related Link:*

[Affirmation](#)

## **2. DIVERSITY**

JPMorgan Chase is committed to providing an inclusive and nondiscriminatory working environment in which all employees are valued and empowered to succeed. The firm prohibits discrimination or harassment on the basis of race, color, national origin, citizenship status, creed, religion, religious affiliation, age, sex, marital status, sexual orientation, gender identity, disability, veteran status, and any other status protected under any applicable law. Each of us is responsible for ensuring implementation of this policy and maintaining a business environment free of harassment and intimidation.

- making consumer credit purchases on non-preferential terms from a customer or supplier in the normal course of that customer/supplier's business.

### **6.3. Outside business and not-for-profit activities; outside employment**

#### **6.3.1. General**

Your outside activities must not reflect adversely on JPMorgan Chase or give rise to a real or apparent conflict of interest with your duties to the firm. You must be alert to potential conflicts of interest and be aware that you may be asked to discontinue any outside activity if a potential conflict arises. You may not, directly or indirectly:

- accept a business opportunity from someone doing business or seeking to do business with JPMorgan Chase that is made available to you because of your position with the firm.
- take for yourself a business opportunity belonging to the firm.
- engage in a business opportunity that competes with any of the firm's businesses.

Employees may not work for, or serve as a director or officer of or adviser to, a competitor of the firm. Competitors include unrelated depository institutions, credit unions, lenders, investment banks, insurers, and securities brokers, dealers, and underwriters. You should also not invest in a competitor (other than investments in securities of publicly traded companies).

Outside activities must not interfere with your job performance or require such long hours as to affect your physical or mental effectiveness. Your job at JPMorgan Chase should always be your first work priority.

You may accept appointments as a personal fiduciary only for family members and close personal friends. However, you may not act as a personal fiduciary for a personal friend if the friendship developed in the context of a JPMorgan Chase customer relationship.

#### **6.3.2. Required pre-clearance of outside activities**

Pre-clearance is required for certain outside activities, as described below.

- **Outside business activities.** Subject to the exclusions listed below, you are required to pre-clear:
  - any outside activity for which you will be paid, including a second job.
  - whether or not you will be paid, any affiliation with another business as a director, officer, advisory board member, general partner, owner, consultant, holder of 5% or more of the business' voting equity interests, or in any similar position.

However, the Code does not require you to pre-clear the following activities (although these matters may be subject to clearance or reporting requirements of your business unit):

  - any appointment made by JPMorgan Partners or One Equity Partners to the board of an entity in which the firm holds a venture capital investment.
  - any appointment made by the Private Bank to personal investment corporations or other entities formed to hold real estate or other investments for customers.
  - any appointment by any JPMorgan Chase affiliate to the Board of a mutual fund or pooled investment vehicle managed by such JPMorgan Chase affiliate.
  - any appointment by any JPMorgan Chase affiliate to the board of a special purpose entity established for purposes of a loan workout or bankruptcy proceeding in which JPMorgan Chase has an interest.



- any affiliation with a trade association or other such organization related to your position at JPMorgan Chase.
- positions with co-op boards, condominium associations, and similar entities the sole business of which is to hold title to and/or manage real property in which you can or do reside.
- positions with special purpose entities established solely for purposes of your or your family's estate or tax planning or to hold your or your family's real estate or other investments.
- Not-for-profit activities. Not-for-profit activities generally do not require pre-clearance. However, you are required to pre-clear any board or official position with a not-for-profit entity if:
  - the not-for-profit entity is a customer of the firm, other than for branch banking or other routine services (unless you are involved in providing those services).
  - you have been requested to serve in that capacity by JPMorgan Chase or by a customer or supplier.
  - your service would otherwise present a conflict of interest or the appearance of a conflict of interest.
- Governmental activities. You are required to pre-clear:
  - any government position, including as an elected official and as a member, director, officer or employee of a governmental agency, authority, advisory board, or other board (a school or library board, for example). You must obtain pre-clearance before becoming a candidate for elective office.

Procedures and forms for pre-clearance of these activities are available in the JPMorgan Chase *Procedures for Pre-Clearance of Outside Activities*.

You must seek a new clearance for a previously approved activity whenever there is any material change in relevant circumstances, whether arising from a change in your job with JPMorgan Chase or in your role with respect to that activity or organization. You must also notify the Office of the Secretary when any approved outside activity terminates.

Note also that publications and speaking engagements relating to the business of JPMorgan Chase must be pre-cleared under Section 3.4 of the Code.

*Related Links:*

[Procedures for Pre-Clearance of Outside Activities](#)

## **6.4. Political Activities**

### 6.4.1. Political campaign activities and contributions by employees

Volunteering for a political campaign. If you wish to volunteer for a political campaign, you must do so on your own time and as an individual, not as a representative of the firm or any of its affiliates. You may not use any JPMorgan Chase staff, facilities, equipment, supplies, or mailing lists.